

Question Number	RFP Page	Section	Question/Request For Clarification	Answer
1	78	4.23	During the bidder's conference, Randy Miller stated that the incumbent by contract must release its staff to other companies. Please clarify where this exists in the incumbent's contract? We believe the clause in the current contract language referred to by Mr. Miller is similar to RFP Requirement 4.23: "If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect." This clause does not specify that the Contractor must release staff to other competing companies or to release them from a non-compete agreement. Please clarify.	Section 20.310 of the current fiscal agent contract statement of work states:  "The Contractor will not restrict or prevent Contractor staff from accepting employment with any successor Contractor. The State will work with the incumbent and successor contractors on the timing of any transition of incumbent staff."
2		Addendum 1	On Addendum 1 to the RFP, the State extended the due date of the RFP to February 2 <sup>nd</sup> . We appreciate this extension. However, in order to deliver a comprehensive and appropriate response, it is our belief that vendors will need more time to review the materials, understand your requirements and adjust their response based on answers to submitted questions and potential amendments. Will the State grant an extension for the RFP response to March 15 <sup>th</sup> or as near that date as is possible consistent with the State's constraints?	The State revised the due date for proposals to 3:00 p.m. on Friday, February 2, 2007. The State will issue answers to questions as soon as they are completed. Answers will be posted on the State procurement website and updated as additional groups of questions have been answered.
3			There are conflicting areas in the RFP in regards to the mandatory aspects of the contract. Per the Bidder's Conference discussion, please clarify which contract terms are mandatory, if any. Is the State willing to consider additions or modifications to the contract, such as limitations of liability, consequential damages, liquidated damages for Federal Financial Participation,	Under Section 3.3.4 of the RFP, bidders should pose questions about the state boilerplate clauses or suggest alternative language to the boilerplate. Based on the state's response, bidders may choose to include suggested language within their proposals under the terms of the RFP Section 2.7. However, bidders should understand that the state

			and indemnification clauses?	considers all terms issued under the state boilerplate mandatory and should be prepared to accept all such terms as the state may not accept any requested changes during final contract negotiation.
4			Many states hold confidential discussions with vendors as part of the procurement process. These discussions are usually two to four hours in length and help the vendor understand the State's goals, criteria and requirements, as well as providing the opportunity to discuss proposal options that may increase the value to the state in terms of cost and/or quality of the solution. Thus, confidential discussions with vendors early in the procurement process can help increase the quality of the submission and the value to the State. Proposed topics for discussion may include alternative approaches to meeting the state's needs by focusing on business outcomes rather than a staffing oriented solution, clarification of technical solution requirements, transition approach options, performance optimization ideas, confirmation of business goals and approaches for future changes to the MMIS system . Is the state able and willing to hold confidential discussions with vendors as part of the RFP procurement process?	The State will not hold confidential discussions with vendors.